

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

BILL COLOVOS

KAREN E. GEORGE

PHILLIP J. RAUCH

PRISCILLA AYRES-REISS

GREG KOWALSKY

Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator *DM*

Date: July 27, 2023

Re: Senior Alliance 2024 Implementation Plan

We have been contacted by The Senior Alliance to provide a resolution of support for their 2024 Annual Implementation Plan. The link to the full plan was provided in the agenda packet email. A hard copy of the plan is available at the Clerk's Office for review. The plan indicates that The Senior Alliance will continue to support many important programs. Notably, the plan calls for \$3.8 million towards in home meal deliveries.

The Administration is recommending the council move to support the attached resolution approving the Annual Implementation Plan for Fiscal Year 2024.

If you have any questions please contact me.

PROPOSED MOTION: *To approve The Senior Alliance Annual Implementation Plan for Fiscal Year 2024.*

Resolution # _____

RESOLUTION OF CITY/TOWNSHIP COUNCIL OF THE CITY/TOWNSHIP
OF _____ AFFIRMING APPROVAL OF
THE SENIOR ALLIANCE **2024 ANNUAL IMPLEMENTATION PLAN** FOR AGING SERVICES

WHEREAS, the City/Township Council of the City/Township of _____, Wayne County, Michigan recognizes the role of The Senior Alliance as the designated Area Agency on Aging for Southern and Western Wayne County to be responsible for planning, developing, coordinating, monitoring, and managing a comprehensive organized service delivery system of services for older adults and caregivers.

WHEREAS, the 34 communities of Southern and Western Wayne County, including the City/Township of _____ comprises the Planning and Service Area to the agency's governing body.

WHEREAS, the Aging and Adult Services Agency require local Area Agencies on Aging to request approvals of their Annual Implementation Plan from their local governments.

WHEREAS, The Senior Alliance has submitted the plan to this honorable body in accordance with federal and state laws.

WHEREAS, The Senior Alliance has held a public hearing for client, caregiver, and service provider population feedback which contributed to the development of the Annual Implementation Plan for Fiscal Year (FY) 2024.

NOW, THEREFORE, BE IT RESOLVED, that this honorable body of _____ approves the Annual Implementation Plan for Fiscal Year (FY) 2024, as presented to the City/Township.

APPROVED AND ADOPTED, by the City/Township Council on _____, 2022.

Motion:

Second:

Ayes:

Signed:

Dated:

I attest that the foregoing is true and correct copy of a resolution approved at the _____
held in _____ on _____.

JOSEPH G. KUSPA
Mayor

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Memorandum

To: Honorable City Council Members

From: Dan Marsh, City Administrator

Date: July 27, 2023

Re: July and December Board of Review Dates

Currently the City recognizes the Tuesday following the third Monday in July as the July Board of Review Date, and, the Tuesday following the second Monday in December as the December Board of Review.

MCL 211.53b provides that a city's governing body may select alternate dates for the July and December Board of Review dates by resolution. The Administration is recommending a resolution allowing the July date to be any day during the week of the third Monday in July, and the December date to be any day during the week of the second Monday in December.

The increased flexibility in the meeting dates for the July and December Board of Review meetings will help alleviate potential scheduling conflicts.

If you have any questions, please contact me.

PROPOSED MOTION: *That the July Board of Review will take place during the week of the third Monday in July, and that the December Board of Review will take place during the second week in December.*

JOSEPH G. KUSPA
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GREG KOWALSKY

TO: Dan Marsh, City Administrator

FROM: Esther Graves, Deputy City Assessor *EG*

DATE: July 21, 2023

RE: Council Resolution – Alternate July/Dec BOR Dates

The purpose of this communication is to request that the City Council adopt a resolution to approve alternate dates for the July & December Boards of Review. Currently, the July Board meets on the Tuesday following the 3rd Monday and the December Board meets on the Tuesday following the 2nd Monday.

The proposed alternate dates will allow the Board to meet any day during those required weeks (if necessary) as opposed to the specificity of Tuesday. With the allowance of this flexibility, it will alleviate any possible scheduling conflicts that may arise.

Please contact me with any questions.

Thank you for your consideration.

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

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GREG KOWALSKY

July 27, 2023

To the Honorable
City Council
Southgate, Michigan 48195

Re: Purchase of Video Security Cameras for Lion's Park/Dog Park **(Waiver of Bid)**

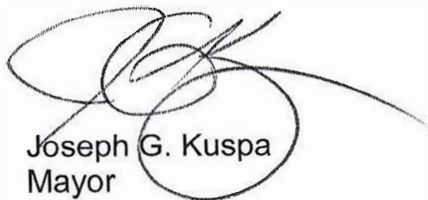
Ladies and Gentlemen:

I have reviewed the above and concur with the Parks & Recreation Director's recommendation to waive the bid procedure and award the purchase of Video Security Cameras for Lion's Park and the Dog Park to CNWR-IT Consultants, Toledo, Ohio, in the amount of \$5,287.24.

CNWR-IT Consultants has merged with our current vendor, Lawrence Technology Services, Southgate, Michigan, who was awarded the video security system for Kiwanis Park and Market Center Park.

Adequate funds are available in the Parks & Recreation Millage Fund.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



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PRISCILLA AYRES-REISS

GREG KOWALSKY

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Douglas Drysdale, Assistant City Administrator / Finance Director *DWD*

DATE: July 27, 2023

RE: Recommendation to Approve Purchase of Video Security Cameras for Lions Park / Dog Park **(WAIVER OF BID)**

I have reviewed the above with the Parks & Recreation Director and concur with her recommendation to waive the bidding process and approve the purchase of video security cameras to CNWR-IT Consultants (Toledo OH) in the amount of \$5,287.24.

This vendor has merged with Lawrence Technology Services (Southgate MI), who recently was awarded video security systems for Kiwanis Park and Market Center Park.

Adequate funds are available in the Parks & Recreation Millage Fund for this project.

Proposed Motion

Waive the bidding process and approve the purchase of video security cameras for Lions Park / Dog Park to CNWR-IT Consultants (Toledo OH) in the amount of \$5,287.24.

Southgate

Michigan
PARKS & REC
14700 Reaume Parkway—Southgate, MI 48195 (734)258-3035

To: Doug Drysdale, Finance Director
From: Julie Goddard, Parks & Recreation Director
Date: July 25th, 2023
Re: Park Cameras for Lions Park

We are in need of purchasing camera systems for Lions Park/Dog Park. This will enable us to access video when there is vandalism or incidents at the park.

I am asking that we waive the bid and award CNWR-IT Consultants of Toledo, Ohio the bid for the necessary equipment at the cost of \$5,287.24. This company merged in the last two weeks with Lawrence Technology Services, who we recently awarded our other camera systems needs to.

We feel this is the right fit for our parks and the company will be able to provide service and assistance to us quickly being located in our city.

There are sufficient funds available in the Parks & Recreation Millage Fund, for this project.

It is my recommendation to the Administration and Council that we waive this bid and award CNWR-IT Consultants this project.

Respectfully Submitted,



Julie Goddard
Parks & Recreation Director
City of Southgate



City of Southgate

Surveillance Camera System for Lion's Park

Prepared by Southgate
Prepared for: **Julia Goddard**

Statement of Work

Introduction

City of Southgate business is continually increasing, and the landscape of technology changes daily. City of Southgate is looking to update existing aging systems to keep up with these changes. CNWR will be providing services to replace or modernize existing services as needed.

Executive Summary

CNWR, Inc. is a Toledo, Ohio based Information Technology professional consulting company with offices located at 1301 N. Summit St. in downtown Toledo. The company was incorporated in 1995 and is authorized to conduct business in the State of Ohio. With a broad client base in Northwestern Ohio, we excel in partnering with our clients to provide tailored solutions in the technology space.

With a professional staff of graduates from the University of Toledo College of Engineering, CNWR has both the depth and breadth of skills and experience to provide Managed Services for clients. Utilizing all-in service agreements, system monitoring and automation, CNWR engineers integrate with client staff to continuously improve system performance. Our focus is on prevention rather than after the fact response.

The education, specializations, and experience of the staff make them uniquely qualified to support the solutions currently proposed. Moreover, the company maintains a robust continuing education program for staff to ensure competencies in emerging platforms and technologies.

CNWR is pleased to provide this proposal which will provide the needed services and products to modernize systems in the business of City of Southgate. The proposal outlined below is for a one time engagement project. CNWR will provide project management to facilitate scheduling and completion of the project and to communicate current status throughout the term of the project.

Objectives

New Surveillance system to monitor Dog Park, entrance/exit and dog washing station.

SoW Terms

The project is limited to the following included scope and deliverables described in this quote and the below stated inclusions. Any explicit exclusions have been listed in the exclusions section below.

Scope Inclusions

- Setup & configuration of Surveillance System NVR including best practices for access and security
- Setup & configuration of Cameras (3)
- Setup & configuration of basic network pushed from Verizon Internet Modem
- Build and installation of Enclosed network rack including mounting to wall in designated closet room
- Installation of network cabling for cameras (3) and surveillance system NVR
- Installation of surveillance cameras (3)
- Remove and recycle old equipment, packaging and general cleanup caused by installation
- Deliver and install new equipment

Scope Exclusions

Statement of Work

- Anything not explicitly notated or stated within Scope Inclusions.

Assumptions and Risks

Assumptions & Requirements

- Client will provide access to all locations necessary in a timely fashion
- Client will provide authority to act on client's behalf when dealing with vendors for vendor management
- Client will provide all copies of licensing required to fulfill the project
- Documentation related to the existing network will be provided as needed

Delivery Terms

After reception of any hardware required to complete this project, CNWR will schedule a time to deliver and install the hardware within 30 days. Remote configuration and migration will then be scheduled with a goal of completing the project within 60 days of hardware receipt. Hardware, software and warranty will be billed upon reception by CNWR, and remainder of project will bill upon completion.

This project has been estimated to require **ONE (1) amount of days onsite** and **ONE (1) amount of days offsite** for completion.

All services related to setup will be completed within 90 days of hardware reception.

Products and Software Included

Please see the quote accompanying this document for hardware and software solutions.

Service and Fee Schedule

Project / Out of Scope:

- Project and Out of Scope work will be billed at a discounted Time and Materials rate of \$125.00 per hour.
- Statements of Work and costs will be agreed upon prior to the start of project work.

This Statement of Work ("SOW No. 003661 ") dated 07/23/2023 is effective only upon execution by MSP and Customer. Each party hereto warrants and represents that this SOW No. 003661, the Agreement constitute the legal, valid and binding obligation of such party as of the SOW Effective Date.

Upon agreement and signing of the quote CNWR will begin project management with the goal of scheduling times within a week post hardware delivered.

Project Services



Product Details	Price	Qty	Ext. Price
Service - Fixed Network Wire Path Construction - 3 CAT6 Ethernet lines Fee Fixed fee labor for service or project work.	\$200.00	3	\$600.00

Project Services

Product Details	Price	Qty	Ext. Price
Service - Fixed Network Wire Data Drops - 3 Cameras Fee Fixed fee labor for service or project work.	\$240.00	3	\$720.00
Service - Fixed Setup & configuration of Surveillance NVR Fee	\$200.00	2	\$400.00
Service - Fixed Setup & Configuration of Cameras - 3 Fee	\$200.00	3	\$600.00
Service - Fixed Network Rack build and mounting Fee	\$200.00	2	\$400.00


Subtotal: **\$2,720.00**

Required Hardware

Description	Price	Qty	Ext. Price
Shipping and Handling Charge Shipping	\$25.00	1	\$25.00
Synology Surveillance NVR 	\$629.06	1	\$629.06
Seagate SkyHawk 10 TB Hard Drive - Will cover 60 days video retention, with 1 hard drive for redundant failover 	\$339.30	2	\$678.60
Amcrest 4K Outdoor Security Camera	\$149.99	3	\$449.97
Enclosed 6U network rack	\$328.56	1	\$328.56
Netgate 8-port PoE Unmanaged Network Switch	\$180.36	1	\$180.36
Outdoor junction box for Amcrest camera's when mounting on exposed outdoor area	\$32.84	1	\$32.84

Subtotal: **\$2,324.39**

Required Licensing

Description	Price	Qty	Ext. Price
CLP1  Synology Single License Pack - Surveillance System comes with 2 licenses, need 1 more for 3rd camera. These licenses are perpetual.	\$60.00	1	\$60.00

Subtotal: **\$60.00**

Surveillance Camera System for Lion's Park



Prepared by:

SouthgateTravis
(313) 299-1503
travis@cnwr.com

Prepared for:

City of Southgate14710 Reaume Parkway
Southgate, MI 48195
Julia Goddard

Quote Information:

Quote #: 003661

Version: 1

Delivery Date: 07/25/2023

Expiration Date: 08/22/2023

jgoddard@southgatemi.gov

Quote Summary

Description	Amount
Project Services	\$2,720.00
Required Hardware	\$2,324.39
Required Licensing	\$60.00
Subtotal:	\$5,104.39
Estimated Tax:	\$182.85
Total:	\$5,287.24

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

This acceptance is subject to the General Terms and Conditions of Sale of CNWR, Inc. posted at <https://www.cnwr.com/legal> (the "Terms and Conditions") and is hereby incorporated by reference into and made a part of this acceptance. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this acceptance and the Terms and Conditions, the Terms and Conditions will prevail. Customer also acknowledges that CNWR, Inc. may, from time to time and at its discretion, modify the Terms and Conditions and Customer agrees to be bound by such Terms and Conditions as modified.

Southgate**City of Southgate**

Signature: _____

Name: Travis ArmbrusterTitle: Account ManagerDate: 07/25/2023

Signature: _____

Name: Julia Goddard

Date: _____

GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE.

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of products ("Products") and services ("Services") by CNWR, Inc., an Ohio corporation ("CNWR"), to the customer ("Customer") named on the accompanying order form or other order documentation (including, without limitation, statements of work) (the "Order").

(b) The Order and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between the terms of any Order and these Terms, these Terms will prevail. These Terms also prevail over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

(c) Notwithstanding anything to the contrary contained in this Agreement, CNWR may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order. CNWR also reserves the right to substitute hardware, to the extent applicable to an Order, with hardware of a similar or better specification, as CNWR deems appropriate in its sole discretion.

2. TERMINATION.

(a) If either party breaches in any material respect any of its material obligations under this Agreement, in addition to any other right or remedy, the non-breaching party may terminate this Agreement in the event that the breach is not cured within thirty (30) days after receipt by that party of written notice of the breach.

(b) In addition to any remedies that may be provided under these Terms or at law, CNWR may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Customer's receipt of written notice from CNWR of non-payment; or (ii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

(c) Upon any termination of this Agreement, Customer shall immediately uninstall (if the Products are software) and cease to use the Products and, upon CNWR's written request, immediately return such Products to CNWR, together with all related documentation, and copies thereof. Upon CNWR's written request, Customer shall promptly certify in writing to CNWR that all copies of the Products have been returned, and that any copies not returned have been destroyed.

(d) Following the termination of this Agreement, Customer shall pay all amounts and expenses due and owing under this Agreement for Products delivered and Services performed prior to the termination of this Agreement.

(e) CNWR may terminate any license granted for a Deliverable (as defined below) if (i) Customer does not pay CNWR for that Deliverable in accordance with the terms of this Agreement, or (ii) if Customer breaches any part of Section 4.

3. PAYMENT AND DELIVERY.

(a) Customer shall pay all invoiced amounts due to CNWR on receipt or, if applicable, as specifically set forth on CNWR's invoice(s) to Customer ("Fees").

(b) All Fees are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, CNWR's income, revenues, gross receipts, personal or real property, or other assets.

(c) Customer agrees to pay or reimburse CNWR for all reasonable travel and out-of-pocket expenses incurred by CNWR in connection with the performance of the Services.

(d) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse CNWR for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to any remedies that may be provided under these Terms or at law (which CNWR does not waive by the exercise of any rights hereunder), CNWR shall be entitled to suspend the delivery of any Products or performance of any Services if Customer fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof. Customer's obligation to pay undisputed amounts due for Products and Services and CNWR's right to all such amounts are absolute and unconditional. Any dispute or question regarding Fees in an invoice shall be raised in writing to CNWR within thirty (30) days of the invoice due date. Any billing dispute or question that is not asserted in writing within such thirty (30) day period shall be null and void.

(e) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with CNWR, whether relating to CNWR's breach, bankruptcy, or otherwise.

(f) All Products are FOB shipping point.

(g) CNWR reserves the right by notice in writing to Customer to increase the Fees on any of its Products and Services, no more than once annually, by an amount not to exceed the lesser of (i) 5%, or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers, U.S.

City Average, for all items, 1982-84=100 (published by the United States Department of Labor), plus 2%.

4. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIAL INFORMATION.

4.1. Intellectual Property.

(a) All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of CNWR in the course of performing the Services, including any items identified as such in the Order (collectively, the "**Deliverables**") except for any Confidential Information of Customer shall be owned by CNWR. CNWR hereby grants Customer a license to use all Intellectual Property Rights on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services. For the avoidance of doubt, CNWR owns all right, title, and interest in the Deliverables, including all Intellectual Property Rights embodied therein. Nothing in this Agreement is intended to or will have the effect of vesting in or transferring to Customer rights in CNWR's or its suppliers' software, methods, know-how, or other intellectual property, regardless of whether such intellectual property was created, used, or first reduced to practice or tangible form in the course of performing the Services, whether solely by CNWR or jointly with Customer.

(b) CNWR or its licensors retain all right, title, and interest in any and all intellectual property, informational, industrial property, and moral rights in the Products, and copies thereof. CNWR neither grants nor otherwise transfers any rights of ownership in the Products to Customer. The Products are protected by applicable copyright and trade secrets laws, and other forms of intellectual property, informational, and industrial property protection.

(c) Any Products that consist of software provided to Customer by CNWR as a reseller for a third party that are licensed to Customer under a separate software license agreement with such third party shall continue to be governed by the applicable software license agreement between Customer and such third party. The performance of the Services shall not relieve or alter the obligations or responsibilities of either party or of any third party in regard to such Products licensed under such software license agreement.

(d) Customer may only use the Products in accordance with the terms of this Agreement. CNWR reserves all rights in and to the Products not expressly granted in this Agreement. Customer may not distribute the Products to any third party (whether by rental, lease, sublicense, or other transfer) or operate the Products in an outsourcing or service provider business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Products. Such restrictions will be contained in the applicable installation instructions or release notes.

4.2 Confidentiality.

(a) "Confidential Information" means all non-public, confidential, or proprietary information of a party ("**Discloser**") disclosed or made available to the other party ("**Recipient**"), or to any of such Recipient's employees, officers, directors, partners, shareholders, agents, attorneys, accountants, or advisors (collectively, "**Representatives**"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation:

(i) all information concerning Discloser's and its customers', suppliers', and other third parties' past, present, and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies;

(ii) unpatented inventions, ideas, methods, and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property;

(iii) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;

(iv) any third-party confidential information included with, or incorporated in, any information provided by Discloser to Recipient; and

(v) the terms of this Agreement.

(b) Except as required by applicable federal, state, or local law or regulation, "Confidential Information" shall not include information that, at the time of disclosure: (i) is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by Recipient or any of its Representatives; (ii) is, or thereafter becomes, available to Recipient on a non-confidential basis from a third-party source, provided that such third party was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of Recipient or its Representatives before being disclosed by or on behalf of Discloser; or (iv) was or is independently developed by Recipient or its Representatives without using Discloser's Confidential Information.

(c) Recipient shall:

(i) protect and safeguard the confidentiality of Discloser's Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(ii) not use Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement, or otherwise in any manner to Discloser's detriment,

including, without limitation, to disassemble, decompile, reverse engineer, or design around Discloser's proprietary services, products, and/or confidential intellectual property;

(iii) not disclose any such Confidential Information to any person or entity, except to Recipient's Representatives who (A) need to know the Confidential Information to assist Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement; (B) are informed by Recipient of the confidential nature of the Confidential Information; and (C) are subject to confidentiality duties or obligations to Recipient that are no less restrictive than the terms and conditions of this Agreement; and

(iv) be responsible for any breach of this Section caused by any of its Representatives.

(d) Recipient may disclose Discloser's Confidential Information under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction, provided that Recipient shall first make commercially reasonable efforts to provide Discloser with:

(i) prompt written notice of such requirement so that Discloser may seek, at its sole cost and expense, a protective order or other remedy; and

(ii) reasonable assistance, at Discloser's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

(e) At any time during or after the term of this Agreement, at Discloser's written request, Recipient and its Representatives shall promptly return to Discloser all copies, whether in written, electronic, or other form or media, of Discloser's Confidential Information, or destroy all such copies and certify in writing to Discloser that such Confidential Information has been destroyed. Notwithstanding the foregoing, Recipient may retain copies of Confidential Information that are stored on the Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

(f) Each party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Section by such party or its Representatives. Therefore, in addition to all other remedies available at law (which neither party waives by the exercise of any rights hereunder), the non-breaching party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

5. LIMITATION OF LIABILITY.

5.1. Disclaimer of Damages. EXCEPT FOR LIABILITY FOR BREACH OF CONFIDENTIALITY OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL,

INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

5.2. Limitation of Liability. IN NO EVENT SHALL CNWR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CNWR PURSUANT TO THE APPLICABLE ORDER IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

6. SERVICES-SPECIFIC TERMS.

6.1. All Necessary Rights. If, as part of CNWR's performance of Services, CNWR is required to use, copy, or modify any third party system (hardware, software, or other technology) provided or licensed to Customer, then prior to CNWR's performance of such Services, Customer shall acquire all rights necessary for CNWR to perform such Services.

6.2. Limited Warranty.

(a) CNWR represents and warrants to Customer that it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for software services.

(b) CNWR shall not be liable for a breach of the limited warranty set forth in Section 6.2(a) unless Customer gives written notice of the defective Services, reasonably described, to CNWR within 90 days from completion of such Services.

(c) CNWR shall not be liable for a breach of the limited warranty set forth in Section 6.2(a) if Customer or its employees, contractors, or agents alters or modifies any Deliverable or Product without the prior written consent of CNWR.

(d) Subject to Section 6.2(b) and Section 6.2(c), CNWR shall, in its sole discretion, either: (i) re-perform any non-conforming portion of the Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(e) **THE REMEDIES SET FORTH IN SECTION 6.2(d) SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CNWR'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 6.2(a).**

(f) **EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6.2(a), CNWR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

6.3. Intellectual Property Indemnification.

(a) **Infringement Claims.** CNWR shall defend, indemnify, and hold harmless Customer and its directors, officers, shareholders, and employees (collectively, "**Customer Indemnified Parties**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, that are awarded against Customer Indemnified Parties in a final non-appealable judgment (collectively, "**Customer Losses**") arising out of or in connection with any third-party claim that any Customer Indemnified Party's use or possession of the Deliverables or use of the Services infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party.

(b) **Exceptions and Limitations on Intellectual Property Indemnification.** Notwithstanding anything to the contrary in this Agreement, CNWR is not obligated to indemnify, hold harmless, or defend any Customer Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Customer Losses arise out of or result from, in whole or in part, any Customer Indemnified Party's: (i) gross negligence or more culpable act or omission (including recklessness or willful misconduct); (ii) bad faith failure to materially comply with any of its obligations set forth in this Agreement; (iii) use of the Deliverables in any manner that does not materially conform with the then-current usage instructions, guidelines, or specifications; (iv) marketing, advertising, promotion, or sale of any product containing the Deliverables; (v) use of the Deliverables in combination with any products, materials, or equipment supplied to a Customer Indemnified Party by a person or entity other than CNWR, if the infringement would have been avoided by the use of the Deliverables not so combined; or (vi) any modifications or changes made to the Deliverables by or on behalf of any person or entity other than CNWR, if the infringement would have been avoided without such modification or change.

(c) **Intellectual Property Indemnification Procedures.** Customer Indemnified Parties shall give CNWR prompt written notice (a "**Customer Claim Notice**") but in no event more than three (3) days of becoming aware of a claim of any Customer Losses or discovery of facts on which Customer Indemnified Parties intend to base a request for indemnification under Section 6.3. Each Customer Claim Notice must contain a description of the third-party claim and the nature and amount of the related Customer Losses (to the extent that the nature and amount of the Customer Losses are known at the time). Customer Indemnified Parties shall furnish promptly to CNWR copies of all papers and official documents received in respect of any Customer Losses. All indemnification obligations in this Section 6.3 are conditioned upon Customer Indemnified Parties: (i) promptly delivering the Customer Claim Notice and related documents under this Section 6.3; (ii) allowing CNWR, if CNWR so requests, to undertake, conduct, and control, through reputable independent counsel of its own choosing, the defense, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under this Section 6.3; (iii) cooperating with CNWR in the defense of any such claim or liability and any related settlement negotiations; and (iv) not compromising or settling any claim or liability without prior written consent of CNWR.

(d) **Remedies.** SUBJECT TO SECTION 5, SECTION

6.3 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF CNWR AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH CUSTOMER INDEMNIFIED PARTY FOR ANY CUSTOMER LOSSES COVERED BY SECTION 6.3.

6.4. Mutual General Indemnification.

(a) Each party (the "**Indemnifying Party**") shall defend, indemnify, and hold harmless the other party and its directors, officers, shareholders, and employees (collectively, the "**Indemnified Parties**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs (collectively "**Losses**"), arising out of any third-party claim alleging: (i) any material breach of this Agreement; (ii) any grossly negligent or more culpable act or omission of the Indemnifying Party (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or (iii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the grossly negligent or more culpable acts or omissions of the Indemnifying Party (including any reckless or willful misconduct).

(b) Notwithstanding anything to the contrary in this Agreement, the Indemnifying Party is not obligated to indemnify, hold harmless, or defend the Indemnified Parties against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from, in whole or in part, any Indemnified Party's: (i) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or (ii) bad faith failure to materially comply with any of its obligations set forth in this Agreement.

(c) The Indemnified Parties shall give the Indemnifying Party prompt written notice (a "**Claim Notice**") of becoming aware of a claim of any Losses or discovery of facts on which the Indemnified Parties intend to base a request for indemnification under Section 6.4. All indemnification obligations in this Section 6.4 are conditioned upon Indemnified Parties: (i) promptly delivering the Claim Notice under this Section 6.4 and (ii) not compromising or settling any claim or liability without prior written consent of the Indemnifying Party.

6.5. Mutual Non-Solicitation. Each party agrees that during the term of this Agreement and for a period of six (6) months thereafter, neither party shall directly or indirectly, for itself or on behalf of another person or entity, solicit for employment or otherwise induce, influence, or encourage to terminate employment with the other party or employ or engage as an independent contractor, any employee of the other party, with whom a party had more than incidental contact or who became known to a party in connection the Services performed under this Agreement, except (a) pursuant to a general solicitation through the media or by a search firm, in either case, that is not directed specifically to any employees of the other party, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section 6.5 or (b) if the other party terminated the employment of such employee before the soliciting party having solicited or otherwise contacted such employee or discussed the employment or other engagement of such employee.

7. MISCELLANEOUS PROVISIONS.

7.1. Insurance.

(a) During the term of this Agreement, CNWR shall, at its own expense, maintain and carry in full force and effect at least the following types and amounts of insurance coverage: (i) worker's compensation with limits no less than the minimum amount required by applicable law; (ii) employer's liability with limits no less than \$1,000,000 for each occurrence; (iii) commercial general liability with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; (iv) commercial automobile liability with limits no less than \$1,000,000, combined single limit for each occurrence involving personal injuries and/or property damage; and (v) professional liability with limits no less than \$1,000,000 for each occurrence and in the aggregate.

(b) During the term of this Agreement, Customer shall, at its own expense, maintain and carry in full force and effect, cyber liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

7.2. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

7.3. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.4. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

7.5. Verification. Upon CNWR's written request, Customer will provide CNWR with a certification signed by an officer of Customer verifying that the Products and/or Deliverables are being used pursuant to the terms of this Agreement, including, without limitation, the licensed capacity of the Products and/or Deliverables. CNWR may, at its expense, audit Customer's use of the Products and/or the Deliverables to confirm Customer's compliance with the terms of this Agreement. Any such audit will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid Fees to CNWR, Customer shall pay such underpaid Fees. If the underpaid Fees exceed 5% of the Fees paid, then Customer shall also pay CNWR's reasonable costs and expenses of conducting the audit.

7.6. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of CNWR. Any purported assignment or delegation in violation of this Section is null and void.

7.7. Waiver. No waiver by any party of any of the provisions in this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

7.8. Force Majeure. CNWR shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of CNWR, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

7.9. Export Controls. Customer shall cooperate with CNWR as reasonably necessary to permit CNWR to comply with the laws and regulations of the United States and all other relevant countries relating to the control of exports (collectively, the "**Export Laws**"). Customer shall not import, export, or re-export, directly or indirectly, including via remote access, any part of the Products into or to any country for which a validated license is required for such import, export, or re-export under applicable Export Laws without first obtaining such a validated license.

7.10. Publicity; References. Customer agrees that CNWR may identify Customer as a customer of CNWR to third parties in announcements, statements, or other publicity or marketing materials. Customer also agrees to instruct appropriate personnel within its organization that Customer has agreed to receive and participate in calls, from time to time, with potential customers of CNWR who wish to evaluate the technical specifications of the Products.

7.11. Governing Law; Arbitration.

(a) This Agreement, and all controversies, claims and disputes arising out of or relating to this Agreement, including claims for breach of contract and related causes of action, shall be governed by the laws of the State of Ohio, without reference to its choice of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Products does not apply to this Agreement.

(b) In any dispute between or among the parties arising out of or related to this Agreement or its breach or the subject matter of this Agreement, the exclusive procedure for resolving the dispute shall be binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules before one arbitrator in Toledo, Ohio. Judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. Absent good cause or the parties' agreement, the award shall be rendered within six months of the arbitrator's selection. The arbitrator shall award reasonable attorneys' fees and costs to the prevailing party. Except as may be required by law, neither party nor the arbitrator may disclose the existence, contents, or results of anything related to the arbitration, including, without limitation, pleadings, motions, briefs, discovery, depositions, hearings, or awards without all the parties' prior written consent. The only exception to the exclusive procedure of arbitration is that either party may bring in court an action for injunctive relief pending arbitration. Each party consents to personal jurisdiction and venue in the state or federal courts in Toledo, Ohio, which shall be the exclusive venue for any court action between the

parties. Any dispute arising out of or in connection with this arbitration provision, including any question regarding its existence, validity, scope, or termination, shall be referred to and finally resolved by arbitration.

7.12. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, without limitation, Sections 2, 4, 5, 6, and 7.

7.13. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

7.14. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.